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8 Attorneys for Plaintiff,
CITY OF CATHEDRAL CITY

9 UNITED STATES DISTRICT COURT

10 CENTRAL DISTRICT OF CALIFORNIA, EASTERN DIVISION

11 CITY OF CATHEDRAL CITY, a California
municipal corporation,

12 Plaintiff,

13 v.

14 FANTASY BALLOON FLIGHTS, a sole
15 proprietorship; STEVE WILKINSON, an
individual; CINDY WILKINSON, an
16 individual; JUSTIN WILKINSON, an
individual; AND DOES 1-5,

17 Defendants.
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Case No.

**CITY OF CATHEDRAL CITY'S
COMPLAINT FOR DAMAGES, TREBLE
DAMAGES, DECLARATORY RELIEF,
EQUITABLE ACCOUNTING,
DISGORGEMENT AND INJUNCTION:**

- 1) **TRADEMARK INFRINGEMENT [15 U.S.C. § 1125(a)(1) (Lanham Act § 43(a));**
- 2) **TRADEMARK DILUTION [15 U.S.C. § 1125(c) (Lanham Act § 43(a));**
- 3) **UNFAIR COMPETITION (CAL. BUS. & PROF. CODE § 17200);**
- 4) **UNJUST ENRICHMENT;**
- 5) **CONVERSION;**
- 6) **INTENTIONAL INTERFERENCE WITH ECONOMIC ADVANTAGE;**
- 7) **NEGLIGENT INTERFERENCE WITH ECONOMIC ADVANTAGE;**
- 8) **INTENTIONAL INTERFERENCE WITH PROSPECTIVE ECONOMIC ADVANTAGE (SPONSORS);**
- 9) **NEGLIGENT INTERFERENCE WITH PROSPECTIVE ECONOMIC ADVANTAGE (SPONSORS);**
- 10) **INTENTIONAL INTERFERENCE WITH PROSPECTIVE ECONOMIC ADVANTAGE (BALLOON OPERATORS); AND**
- 11) **NEGLIGENT INTERFERENCE WITH PROSPECTIVE ECONOMIC ADVANTAGE (BALLOON OPERATORS)**

DEMAND FOR JURY TRIAL

COMES NOW, Plaintiff City of Cathedral City (“City”), by and through undersigned counsel, as for its Complaint against Fantasy Balloon Flights (“FBF”), a family-owned, California sole proprietorship, Steve Wilkinson (“S. Wilkinson”), a co-owner of FBF, Cindy Wilkinson (“C. Wilkinson”), a co-owner of FBF, and Justin Wilkinson (“J. Wilkinson”), a co-owner of FBF, and DOES 1-5, inclusive (collectively “Defendants”), and alleges as follows:

JURISDICTION AND VENUE

1. This Court has federal subject matter jurisdiction over this matter pursuant to 28 U.S.C. §§ 1331 and 1338(a) and (b) by virtue of 15 U.S.C. §1125, *et seq.*, in that the case arises out of § 43(a) of the Lanham Act for trademark jurisdiction and supplemental jurisdiction under 28 U.S.C. §§ 1367(a) and 1338(a) and (b).

2. Venue is proper, *inter alia*, under 28 U.S.C. § 1391(b) because, on information and belief, a substantial part of the events or omissions giving rise to these claims occurred in this judicial district.

3. Personal jurisdiction exists over Defendants because, on information and belief, Defendants conduct business in California and in this judicial district, or otherwise avail themselves of the privileges and protections of the laws of the State of California, such that this Court’s assertion of jurisdiction over them does not offend traditional notions of fair play and substantial justice.

THE PARTIES

4. Plaintiff the CITY OF CATHEDRAL CITY (“Plaintiff”) is now, and at the time of the filing of this Complaint and at all intervening times, a California municipal corporation and a charter city operating under principals of home rule. Plaintiff’s principal offices are located at 68700 Avenida Lalo Guerrero, Cathedral City, California 92234.

1 5. Plaintiff is informed and believes that Defendant FANTASY
2 BALLOON FLIGHTS (“FBF”) is now, and was at the time of the filing of the
3 Complaint and at all intervening times, a sole proprietorship conducting its principal
4 business operations at 74181 Parosella Street, Palm Desert, California 92260.

5 6. Plaintiff is informed and believes that Defendant STEVE WILKINSON
6 (“S. Wilkinson”) is now, and was at the time of the filing of the Complaint and at all
7 intervening times, a co-owner of FBF and conducts FBF’s principal business
8 operations from his residence at 74181 Parosella Street, Palm Desert, California
9 92260.

10 7. Plaintiff is informed and believes that Defendant CINDY
11 WILKINSON (“C. Wilkinson”) is now, and was at the time of the filing of the
12 Complaint and at all intervening times, a co-owner of FBF and conducts FBF’s
13 principal business operations from her residence at 74181 Parosella Street, Palm
14 Desert, California 92260.

15 8. Plaintiff is informed and believes that Defendant JUSTIN
16 WILKINSON (“J. Wilkinson”) is now, and was at the time of the filing of the
17 Complaint and at all intervening times, a co-owner of FBF and conducts FBF’s
18 principal business operations at 74181 Parosella Street, Palm Desert, California
19 92260.

20 9. The true names and capacities, whether individual, corporate, associate
21 or otherwise, of Defendants herein designated by fictitious names Does 1-5,
22 inclusive, are unknown to Plaintiff. Plaintiff, therefore, sues said Defendants by
23 such fictitious names. When the true names and capacities of said Defendants have
24 been ascertained, Plaintiff will amend this pleading accordingly.

25 10. Plaintiff further alleges that Does 1-5, inclusive, sued herein by
26 fictitious names are jointly, severally and concurrently liable and responsible with
27 the named Defendants upon the causes of action set forth herein.

28 11. Plaintiff is informed and believes and thereon alleges that at all times

1 mentioned herein Defendants FBF, S. Wilkinson, C. Wilkinson, J. Wilkinson and
 2 Does 1-5, inclusive, and each of them (collectively “Defendants”), were the agents,
 3 servants and employees of every other Defendant and the acts of each Defendant, as
 4 alleged herein, were performed within the course and scope of that agency, service
 5 or employment.

6 **INJURY TO PLAINTIFF**

7 12. In or about September 2014, a resident contacted Plaintiff’s
 8 Communications and Events Manager, Chris Parman (“Mr. Parman”), to suggest
 9 that Plaintiff should add a tethered hot air balloon to an existing street fair event that
 10 Plaintiff produced regularly. That resident suggested that Mr. Parman contact
 11 Defendants FBF, S. Wilkinson and C. Wilkinson about providing a single hot air
 12 balloon for the street fair.

13 13. Mr. Parman met with the Defendants on or about October 2014 to
 14 discuss FBF’s hot air balloon business, their experience in the Coachella Valley, and
 15 the idea of FBF providing one hot air balloon for the street fair. During that
 16 conversation, Mr. Parman raised the question of whether a hot air balloon festival
 17 event, in addition to or in lieu of the street fair, was feasible.

18 14. After meeting with Defendants, Mr. Parman began vetting the concept
 19 of a new Plaintiff-produced, hot air balloon festival event with Plaintiff’s City
 20 Manager, Charlie McClendon (“Mr. McClendon”), and with certain members of
 21 Plaintiff’s then City Council. On or about October 1, 2014, the City Council
 22 authorized City staff to produce an inaugural hot air balloon festival to be held in
 23 early 2015 and approved a budget of approximately \$26,000 to fund the event. On
 24 or about November 1, 2014, Plaintiff entered into a verbal agreement with
 25 Defendants to secure their services to operate their own hot air balloon at the festival
 26 event and to recruit other balloon operators to attend (“2014 Agreement”). Plaintiff
 27 paid FBF \$5,000 for their services for that aspect of the event.

28 15. On or about January 8, 2015, Mr. Parman confirmed that Plaintiff’s

1 inaugural hot air balloon festival (“Festival”) would be held on February 13, 2015,
 2 which was President’s Day weekend, and would be called the “Cathedral City Hot
 3 Air Balloon Festival.” Shortly after deciding the name of the event, Mr. Parman
 4 began working with another of Plaintiff’s employees, Engineering Technician Kevin
 5 Lockwood (“Mr. Lockwood”), to convert the name into the wordmark “Cathedral
 6 City Balloon Festival” and to develop the wordmark into a unique design logo that
 7 included elements specific to the trademark including, but not limited to, drawings
 8 of the black-and-white Cathedral City Bell Tower with the words “Cathedral City”
 9 on it, two abstract renderings of palm trees, a multi-colored hot air balloon, and a
 10 background mountain scape (“2015 Mark”). In addition to those standard graphic
 11 elements, Plaintiff included the logos of each Festival sponsor into the design. A
 12 true and correct copy of the 2015 Mark is attached to this Complaint as **Exhibit A**.
 13 Plaintiff did not register either its wordmark or its 2015 design mark with the U.S.
 14 Patent and Trademark Office (“USPTO”) and instead relied on common law
 15 trademark protections under federal and state law and the limitations of Defendants’
 16 contractual use license.

17 16. In or about December 2014, Mr. Parman solicited and secured the first
 18 Festival sponsor, KMIR, the local NBC affiliate. KMIR provided commercials and
 19 public service announcements regarding the event. Mr. Parman was also responsible
 20 for all other aspects of the first Festival, including scheduling street vendors, food
 21 trucks, alcohol vendors, security personnel, and road closures. He also coordinated
 22 with the Cathedral City Police and Fire Departments to ensure all aspects of public
 23 safety during the event.

24 17. Plaintiff placed its 2015 Mark into use on or about January 9, 2015, on
 25 its newly developed, official website www.discovercathedralcity.com and on
 26 Plaintiff’s Instagram account, both of which were used to advertise the Festival and
 27 other public events. Members of the public can go to Plaintiff’s website or to its
 28 “Discover Cathedral City” Instagram account to see the latest information about

1 Plaintiff's events and important public service announcements. At or about the same
2 time, Plaintiff made its wordmark and design mark logo available to Defendants
3 based on Plaintiff's oral license to use the 2015 Mark for Defendants' provision of
4 services under the 2014 Agreement.

5 18. For the inaugural Festival on February 13 and 14, 2015, (the "2015
6 Festival"), Defendants were responsible for recruiting balloon pilots and managing
7 the balloons' schedules, which involved coordinating with the Federal Aviation
8 Administration and Palm Springs International Airport as services provided to
9 Plaintiff pursuant to their 2014 Agreement. As part of their service responsibilities
10 in managing the balloon operations, Defendants organized a Festival feature called a
11 "balloon glow" – an evening event during which hot air balloons are inflated and lit
12 up to create a glowing effect. Based on information and belief, it was estimated that
13 approximately 4,000 people attended the balloon glow, making the Festival
14 Plaintiff's most popular public event in recent history.

15 19. The second Festival took place on or about February 13-15, 2016
16 ("February 2016 Festival"). Like the first Festival, Mr. Parman was responsible for
17 organizing all aspects of the event except for the third-party, hot air balloon entrants,
18 which were again handled by Defendants. Also like the inaugural Festival, Plaintiff
19 hired Defendants to manage that distinct function of the Festival pursuant to a verbal
20 agreement ("2016 Agreement"). As before, Plaintiff was responsible for soliciting
21 and securing sponsors for the Festival, including the lead, presenting sponsor for the
22 2016 Festival, the Westin Mission Hills Golf Resort & Spa ("Westin").

23 20. For the February 2016 Festival, Plaintiff developed an updated version
24 of the 2015 Mark to advertise the Festival. The wordmark "Cathedral City Balloon
25 Festival" remained the same as it was incorporated into the design logo, which
26 included the same graphic elements as the 2015 Mark (*i.e.*, the wordmark, the black-
27 and-white drawings of the Cathedral City Bell Tower with the words "Cathedral
28 City" on it, two abstract renderings of palm trees, a multi-colored hot air balloon,

1 and a background mountain scape). As the Westin was the only official sponsor of
2 the February 2016 Festival, Plaintiff developed only one version of the design mark
3 that incorporated the Westin logo (“February 2016 Mark”). A true and correct copy
4 of the February 2016 Mark is attached as **Exhibit B**.

5 21. Plaintiff’s first use of the February 2016 Mark was its incorporation
6 into all event advertising materials beginning on or about September 2015 –
7 including Defendants’ authorized use of the February 2016 Mark based on
8 Plaintiff’s verbal license – and was posted on the “Discover Cathedral City” website
9 and the Cathedral City Facebook page. Plaintiff did not register either its wordmark
10 or its February 2016 Mark with the USPTO and instead relied on common law
11 trademark protections under federal and state law as applied to Plaintiff’s first use of
12 the February 2016 Mark and the limitations of Defendants’ contractual use license.

13 22. The February 2016 Festival was a success with attendance increasing
14 significantly from the first Festival. The event was more robust with tethered
15 balloon rides on Saturday and Sunday mornings and a balloon glow on Saturday
16 night in Downtown Cathedral City and at the Westin Hotel in Rancho Mirage. In
17 addition, there was an art show, food and alcohol vendors, restaurant row, Kid Zone,
18 automobile displays, supporting vendors, and live music. Although Plaintiff and
19 Defendants divided responsibilities for managing the additional Festival events,
20 Defendants did so pursuant to the 2016 Agreement, for which Plaintiff paid FBF
21 \$20,000.

22 23. Following the February 2016 Festival, Plaintiff determined, based on
23 certain logistical issues, that it would be better to hold the Festival the weekend
24 before Thanksgiving. To transition smoothly to this new event date, and based on
25 the extraordinary public popularity of the 2015 and February 2016 Festivals,
26 Plaintiff decided to organize the next Festival for November 2016.

27 24. The third Festival took place on the weekend of November 18-20,
28 2016, and coincided with the 35th anniversary of Plaintiff’s incorporation

1 (“November 2016 Festival”). For the November 2016 Festival, Plaintiff developed
2 an updated design mark to reflect the new Festival date and incorporated the same
3 graphic elements from the 2015 Mark and the February 2016 Marks (*i.e.*, the
4 wordmark, the black-and-white drawings of the Cathedral City Bell Tower with the
5 words “Cathedral City” on them, two abstract renderings of palm trees, a multi-
6 colored hot air balloon, and a background mountain scape). In addition, the
7 November 2016 design mark changed the colors of the balloon, added writing on the
8 balloon vertically over the top of three color blocks acknowledging the City’s 35th
9 Anniversary and, in a few versions, included the silhouette of two musicians, one
10 playing a trumpet and the other a saxophone. The design marks were modified over
11 time to add sponsor logos as they signed on to support the event financially,
12 resulting in at least five versions of the design mark for the November 2016 Festival
13 (“November 2016 Marks”). True and correct copies of the November 2016 Marks
14 are attached as **Exhibit C**.

15 25. Plaintiff’s first use of the November 2016 Marks was their
16 incorporation into all the event advertising materials beginning in or about May
17 2016 – including those Defendants used based on Plaintiff’s oral license – and were
18 posted on the “Discover Cathedral City” website and the Cathedral City Facebook
19 page. Plaintiff did not register either its wordmark or its November 2016 Marks with
20 the USPTO and instead relied on common law trademark protections under federal
21 and state law as applied to Plaintiff’s first use of the November 2016 Marks .

22 26. For the November 2016 Festival, Defendants continued to coordinate
23 all events and logistics related to the hot air balloons, including recruiting pilots,
24 organizing a hot air balloon race, balloon launches, and evening balloon glows.
25 Plaintiff continued to coordinate and manage all other aspects of the Festival.

26 27. Following the November 2016 Festival, Plaintiff determined that it was
27 not feasible for Mr. Parman to continue serving as the Festival coordinator and
28 producer while also coordinating other community events for Plaintiff and carrying

1 out his ongoing day-to-day responsibilities as Plaintiff's Communications and
2 Events Manager. As a result, Plaintiff decided to enter into an expanded, written
3 agreement with Defendants who would serve as the event production company for
4 the November 2017 and November 2018 Festivals.

5 28. Subsequently, Plaintiff and Defendants consummated a written contract
6 titled "Event Consultant/Coordination Services Agreement," executed and dated
7 June 14, 2017 ("2017 Contract"). Under the 2017 Contract, which covered both the
8 2017 and 2018 Festivals, Defendants provided expanded event production services
9 in exchange for payment from the City in the amount of \$100,000 for each of the
10 2017 and 2018 events.

11 29. The 2017 Contract interchangeably referred to Defendants as the
12 "Event Production Company," "event planning representative(s)," "Producer" and
13 "Contractor." Notably, the 2017 Contract: (1) acknowledged Plaintiff's wordmark
14 "Cathedral City Hot Air Balloon Festival" as the name of the Festivals; (2) stated
15 that "Cathedral City retains the rights to the name 'Cathedral City Hot Air Balloon
16 Festival' and Producer will be granted use license for all related events";
17 (3) obligated "Producer to inform the City Events Manager of any known
18 infringement"; and (4) noted that "Cathedral City is responsible for enforcement and
19 licensing the name."

20 30. In preparation for the November 2017 festival, which was Plaintiff's
21 fourth hot air balloon event ("2017 Festival"), Plaintiff developed an updated design
22 mark that incorporated the same graphic elements as the prior marks (*i.e.*, the black-
23 and-white drawing of the Cathedral City Bell Tower with the words "Cathedral
24 City" on it, two abstract renderings of palm trees, a multi-colored hot air balloon,
25 and a background mountain scape). In addition, Plaintiff changed the 2017 design
26 mark to restore color to two of the color blocks on the balloon and reduced the
27 writing to one block showing the Westin sponsorship logo. One notable change to
28 both the 2017 wordmark and design mark was the addition of the words "Hot Air"

1 in front of “Balloon,” so that the trademarked name of the event became “Cathedral
2 City Hot Air Balloon Festival” (“2017 Mark”). A true and correct copy of the 2017
3 Mark is attached as **Exhibit D**.

4 31. Plaintiff’s first use of the 2017 Mark was its incorporation into all event
5 advertising materials – including those distributed by Defendants – and it was
6 posted on the Discover Cathedral City website and the Cathedral City Facebook
7 page beginning in or about May 2017. Plaintiff did not register either its wordmark
8 or its 2017 Mark with the USPTO and instead relied on common law trademark
9 protections under federal and state law as applied to Plaintiff’s first use of the 2017
10 Mark and the limitations of Defendants’ contractual use license.

11 32. The fifth Festival was produced on the weekend of November 16-18,
12 2018 (“2018 Festival”). For the 2018 Festival, Plaintiff developed an updated design
13 mark that incorporated the same graphic elements and the modified wordmark from
14 the 2017 Festival (*i.e.*, the name “Cathedral City Hot Air Balloon Festival,” the
15 black-and-white drawing of the Cathedral City Bell Tower with the words
16 “Cathedral City” on it, an abstract rendering of two palm trees, a multi-colored hot
17 air balloon that continued to represent the Westin logo on the same color block of
18 the balloon, and a background mountain scape). The 2018 design mark was
19 modified to include: (1) a logo from *Palm Springs Life*, an online lifestyle magazine,
20 designating the Festival as the “Best of the Best Festivals; (2) a red banner in the
21 upper right corner noting that the upcoming event was to be the “Fifth Annual”
22 Festival; and (3) a graphic at the bottom advertising a new Festival feature – a
23 “Food Truck Mash-Up” (the “2018 Mark”). A true and correct copy of the 2018
24 Mark is attached as **Exhibit E**.

25 33. Plaintiff’s first use of the 2018 Mark was its incorporation into all event
26 advertising materials beginning in or about May 2018 – including those distributed
27 by Defendants – and those that were posted on the “Discover Cathedral City”
28 website and on the Cathedral City Facebook page. Plaintiff did not register either its

1 wordmark or its 2018 Mark with the USPTO and instead relied on common law
 2 trademark protections under federal and state law as applied to Plaintiff's first use of
 3 the 2018 Mark and the limitations of Defendants' contractual use license.

4 34. The estimated attendance for the 2018 Festival was more than 10,000
 5 people. Following the 2018 Festival, on or about February 6, 2019, Plaintiff decided
 6 to renew its contract with Defendants and to continue to have Defendants serve as
 7 the event production company for its Festivals. To that end, the parties entered a
 8 new contract for the 2019 and 2020 festivals ("2019 Contract"). The 2019 Contract
 9 was entitled "Event Consultant/Coordination Services Agreement" and was
 10 substantially identical to the 2017 Contract. Pursuant to the 2019 Contract, Plaintiff
 11 paid FBF approximately \$108,000 for the "2019 Festival."

12 35. The next event was held on or about November 22-24, 2019, and
 13 Plaintiff once again updated its design mark, though it continued to incorporate the
 14 same wordmark and graphic elements as the prior trademarks (*i.e.*, the name
 15 "Cathedral City Hot Air Balloon Festival," the black-and-white drawing of the
 16 Cathedral City Bell Tower with the words "Cathedral City" on it, the same multi-
 17 colored hot air balloon as for the 2017 and 2018 Marks reflecting the Westin logo
 18 on the central color block, and a background mountain scape). The design mark was
 19 modified to: (1) remove the abstract rendering of the two palm trees; (2) add a red,
 20 upper-left corner banner highlighting that the event was Plaintiff's "6th Annual"
 21 Festival; and (3) include a balanced the design with an equally sized graphic to
 22 feature a "Food Truck Fiesta" as one of the Festival events ("2019 Mark"). A true
 23 and correct copy of the 2019 Mark is attached as **Exhibit F**.

24 36. Plaintiff's first use of the 2019 Mark was its incorporation into all event
 25 advertising materials beginning in or about May 2019 – including those distributed
 26 by Defendants – and was posted on the "Discover Cathedral City" website and the
 27 Cathedral City Facebook page. Plaintiff did not register either its wordmark or its
 28 2019 Mark with the USPTO and instead relied on common law trademark

1 protections under federal and state law as applied to Plaintiff's first use of the 2019
2 Mark and the limitations of Defendants' contractual use license.

3 37. The 6th annual Festival expanded the events from previous years with
4 balloon rides across the Coachella Valley, balloon glows on Friday and Saturday
5 nights, a "Food Truck Fiesta" featuring food trucks from throughout Southern
6 California, and live music entertainment. An estimated 12,000 to 15,000 people
7 attended over the three days of the 2019 Festival, making it the largest crowd for the
8 event up to that time. Most of the attendees arrived from outside of Cathedral City
9 and the Coachella Valley.

10 38. The next Festival was scheduled to take place on November 20-22,
11 2020 ("2020 Festival"). Plaintiff began developing an updated design mark for the
12 2020 Festival that initially mirrored the 2019 Mark except that the red upper-left
13 corner banner was changed to reflect that the 2020 Festival was to be Plaintiff's "7th
14 Annual" Festival ("2020 Mark"). A true and correct copy of the 2020 Mark is
15 attached as **Exhibit G**. However, Plaintiff did not place the 2020 Mark into
16 commerce as the COVID-19 pandemic forced Plaintiff to shut-down the 2020
17 Festival before it could be advertised. As such, Plaintiff did not register its 2020
18 Mark with the USPTO or rely on common law trademark protections under federal
19 and state law. Defendants, however, continued to be limited in their use of the 2020
20 Mark by their contractual use license. The 2020 Mark reflects Plaintiff's continuous
21 use of its wordmark and design marks that continues throughout the relevant time
22 period here up to and including the present.

23 39. In early 2021, Plaintiff decided to update the agreement with
24 Defendants whereby they would continue to provide production services for the
25 November 2021 and November 2022 Festivals (the "2021 Contract"). The 2021
26 Contract dated March 10, 2021, referred to Defendants as the "Service Provider."
27 Under the heading "Service Provider Responsibilities," the 2021 Contract stated,
28 "The City is retaining Service Provider to produce, organize, manage, and run the

1 Event in 2021 and 2022.” Exhibit B to the 2021 Contract memorialized the parties’
 2 ongoing agreement and understanding that “[Plaintiff] retains the right to the name
 3 ‘Cathedral City Hot Air Balloon Festival’ and Service Provider will be granted a use
 4 license for all related events. As before, Service Provider was obligated “to inform
 5 the City Events Manager of any known infringement.” Under the 2021 Contract,
 6 Plaintiff was required to pay FBF \$110,000 for the November “2021 Festival” and
 7 \$115,000 for the November “2022 Festival.”

8 40. Once again, Plaintiff developed an updated design mark for the 2021
 9 Festival that incorporated most of the same wordmark and graphic elements as the
 10 prior trademarks (*i.e.*, the name “Cathedral City Hot Air Balloon Festival,” the
 11 drawing of the Cathedral City Bell Tower with the words “Cathedral City” on it, and
 12 a background mountain scape). The design mark for the 2021 Festival was modified
 13 to include: (1) a logo for a new presenting sponsor, Agua Caliente Casinos
 14 (“ACC”), in the upper left corner; (2) the relocation of the red banner out of the
 15 corner and the balloon itself, reflecting the upcoming event as the “7th Annual”; and
 16 (3) the graphic design of the balloon changed from color blocks to red and white
 17 vertical stripes with a tan colored basket (“2021 Mark”). A true and correct copy of
 18 the 2021 Mark is attached as **Exhibit H**.

19 41. The 2021 Mark was placed in first use in or about May 2021 when it
 20 was incorporated into all event advertising materials – including those distributed by
 21 Defendants – and was posted on the Discover Cathedral City website and on the
 22 Cathedral City Facebook page. Plaintiff did not register either its wordmark or its
 23 2021 Mark with the USPTO and instead relied on common law trademark
 24 protections under federal and state law as applied to Plaintiff’s first use of the 2021
 25 Mark and the limitations of Defendants’ contractual use license.

26 42. Although Plaintiff and FBF were operating under the 2021 Contract for
 27 the 2022 Festival, the parties decided to enter into an additional two-year contract
 28 for the 2023 and 2024 Festivals, entitled “Cathedral City Hot Air Balloon Festival

1 and Food Truck Fiesta Event Services Agreement,” dated April 27, 2022 (the “2022
 2 Contract”). Again, the 2022 Contract referred to FBF as the “Service Provider” that
 3 was obligated to “to produce, organize, manage, and run the Event in 2023 and
 4 2024.” The 2022 Contract provided further that, “[a]s consideration for Service
 5 Provider’s of this Agreement to City’s reasonable satisfaction,” Plaintiff agreed to
 6 pay FBF an amount not to exceed \$120,750 for the 2023 Festival and \$126,750 for
 7 the 2024 Festival. It also stated:

8 City retains the rights to the name “Cathedral City Hot Air
 9 Balloon Festival” and Service Provider will be granted use
 10 license for all related events. Service Provider is to inform
 11 the City Events Manager of any known infringement. City is
 responsible for enforcement and licensing the name

12 43. In or about May 2022, Mr. Parman left Plaintiff’s employment and, in
 13 or about August 2022, Plaintiff hired Ryan Hunt (Mr. Hunt”) as its new
 14 Communications and Events Manager. When Mr. Hunt joined Plaintiff as its
 15 Communications and Events Manager, planning was well underway for the 8th
 16 Annual Cathedral City Hot Air Balloon Festival, which was scheduled for
 17 November 18-20, 2022 (“2022 Festival”).

18 44. Shortly after starting his employment with Plaintiff, Mr. Hunt observed
 19 that Defendants were advertising the Festivals and were soliciting pilots, volunteers,
 20 and sponsors on the website, www.hotairballoonfest.com, which Defendants
 21 controlled. Defendants also posted about the Festival on their Facebook page named
 22 “Cathedral City Hot Air Balloon Festival” and their Instagram account with the
 23 handle “@cathedral_city_balloonfest.” The advertisements on Defendants’ website
 24 and social media accounts were in addition to the Festival advertising and promotion
 25 Plaintiff placed on its website (www.discovercathedralcity.com) and its Facebook
 26 and Instagram accounts.

27 45. Plaintiff developed one design mark for the 2022 Festival that mirrored
 28

1 most of the important elements of its 2021 Mark by incorporating: (1) the
2 wordmark, “Cathedral City Hot Air Balloon Festival”; (2) the black-and-white
3 drawing of the Cathedral City Bell Tower with the words “Cathedral City on it; (3) a
4 red-and-white-striped hot air balloon with the tan basket; (4) the red banner draped
5 across the balloon identifying it as the “8th Annual” Festival; (5) the ACC logo in
6 the upper left corner; and (6) a background mountain scape. In updating the design
7 mark for the 2022 Festival, Plaintiff moved its regular design mark to occupy the
8 left half of the design, allowed the border and the right side of design mark to
9 remain black, and added the silhouette of three realistic palm trees in a tan color
10 (“2022 Mark”). A true and correct copy of the 2022 Mark is attached as **Exhibit I**.

11 46. Plaintiff put its 2022 Mark into first use in or about May 2022 when it
12 was incorporated into all of the advertising and marketing materials for the 2022
13 Festival. Plaintiff did not register either its wordmark or its 2022 Mark with the
14 USPTO and instead relied on common law trademark protections under federal and
15 state law as applied to Plaintiff’s first use of the 2022 Mark and the limitations of
16 Defendants’ contractual use license.

17 47. An estimated 20,000 to 30,000 people attended the 2022 Festival over
18 the course of the three days, making it the most well attended among all of
19 Plaintiff’s community events. Notably, the 2022 Festival attracted balloon pilots
20 from five different countries: England, Canada, the Netherlands, the Czech
21 Republic, and Thailand. As a result, Plaintiff decided to modify the name of and the
22 wordmark for future Festivals as the “Cathedral City International Hot Air Balloon
23 Festival,” by adding the word “International” before the words “Hot Air Balloon
24 Festival.”

25 48. Plaintiff worked with Defendants on the production of the 2023
26 “Cathedral City International Hot Air Balloon Festival and Food Truck Fiesta”
27 (“2023 Festival”), which occurred between November 17 and 19, 2023, and had
28 similar attendance figures as the 2022 Festival.

1 49. Plaintiff developed one design mark for the 2023 Festival that was
2 simpler in design than the 2021 and 2022 Marks. The 2023 graphic design
3 incorporated the new wordmark “Cathedral City International Hot Air Balloon
4 Festival” and used many of the same graphic elements as the prior trademarks (*i.e.*,
5 the black-and-white drawing of the Cathedral City Bell Tower with the words
6 “Cathedral City” on it, a red-and-white-striped hot air balloon with a tan basket, a
7 background mountain scape, and ACC’s logo in the upper left corner (“2023
8 Mark”). A true and correct copy of the 2023 Mark is attached as **Exhibit J**.

9 50. Plaintiff’s first use of the 2023 Mark was in or about May 2023 with its
10 incorporation into all of the advertising and marketing materials for the 2023
11 Festival. Plaintiff did not register either its wordmark or its 2023 Mark with the
12 USPTO and instead relied on common law trademark protections under federal and
13 state law as applied to Plaintiff’s first use of the 2023 Mark and the limitations of
14 Defendants’ contractual use license.

15 51. The 10th annual Festival took place November 22-24, 2024 (“2024
16 Festival”), and featured LeAnn Rimes as the headlining musical performer. The
17 2024 Festival was the most attended Festival in the event’s history with
18 approximately 35,000 people attending over the course of three days.

19 52. Plaintiff, per its regular practice, updated its design mark for the 2024
20 Festival that incorporated the traditional wordmark “Cathedral City International
21 Hot Air Balloon Festival” and used many of the same graphic elements as the prior
22 trademarks (*i.e.*, the black-and-white drawing of the Cathedral City Bell Tower with
23 the words “Cathedral City” written on it; a smaller red-and-white, vertically striped
24 hot air balloon with a tan basket; and a background mountain scape). The 2024
25 Mark also included a laurel-wreath design around a red-and-yellow ombre circle
26 bordering the design mark with the word “10th” in a large metallic-looking font on
27 the black mountain scape and the word “Anniversary” across a blue banner at the
28 bottom the design mark (“2024 Mark”). A true and correct copy of the 2024 Mark is

1 attached as **Exhibit K**.

2 53. Plaintiff first used the 2024 Mark when it was incorporated into all of
3 the advertising and marketing materials for the 2024 Festival beginning on or about
4 January 28, 2024. Because the 2024 Festival was the 10th Anniversary event,
5 Plaintiff began using the 2024 Mark earlier than most of the prior years' Marks.
6 Plaintiff did not register either its wordmark or its 2024 Mark with the USPTO and
7 instead relied on common law trademark protections under federal and state law as
8 applied to Plaintiff's first use of the 2024 Marks and the limitations of Defendants'
9 contractual use license.

10 54. Despite the strong attendance figures at the 2024 Festival, there were
11 numerous problems with Defendants' performance under the 2022 Contract,
12 including, but not limited to, Defendants' marketing, staffing, and financial
13 management of the 2024 Festival. Despite Plaintiff's best efforts to meet with
14 Defendants in December of 2024 shortly after the 2024 Festival, to discuss and
15 resolve the performance problems, and to attempt to enter into a new contract for
16 future Festivals, Plaintiff and Defendants were unable to resolve the disputed issues.
17 Plaintiff, therefore, decided to issue a Request for Proposals ("RFP") for special
18 event production services for the 2025, 2026, and 2027 Festivals.

19 55. Plaintiff issued the RFP on January 24, 2025, with a response deadline
20 of March 7, 2025. Plaintiff received four proposals including one from FBF.
21 Following an evaluation process, the City Council selected SoundSkilz, Inc. on
22 April 9, 2025, as the vendor for the future Festivals. On April 23, 2025, the City
23 Council approved a three-year "Cathedral City International Hot Air Balloon
24 Festival Event Services Agreement" with SoundSkilz for the upcoming events.

25 56. Despite the City's decision to award a new contract to SoundSkilz
26 following the open RFP process, Defendants began to advertise and post on their
27 www.hotairballoonfest.com website, their [CathedralCityHotAirBalloonFestival/](https://www.facebook.com/cathedralcityballoonfest/)
28 Facebook account, and on their @cathedral_city_balloonfest Instagram account,

1 which they previously used to advertise Plaintiff's Festivals, information about
2 volunteering for, participating in, and sponsoring the 2025 Cathedral City
3 International Hot Air Balloon Festival. On Defendants' hotairballoonfest.com
4 website, the website's home page displays the words "11th Annual International Hot
5 Air Balloon Festival," which is Plaintiff's wordmark in the ordinary course of
6 Plaintiff's Festival production. Moreover, the design mark Defendants are using for
7 the 2025 event provides the dates of November 21-23, 2025 for the 2025 Festival,
8 which is the weekend that Plaintiff has stated its intent to hold the next Festival as
9 set out in the RFP to which Defendants responded.

10 57. Beginning on or after Defendants were made aware they had lost
11 Plaintiff's RFP process and the contract for Festival production services, Defendants
12 posted and continue to post on each page of their website
13 www.hotairballoonfest.com a modified version of Plaintiff's 2024 Mark.
14 Defendants' modification of Plaintiff's 2024 Mark continues to include many
15 longstanding elements of Plaintiff's trademarks over time, including: (1) Plaintiff's
16 wordmark "Cathedral City International Hot Air Balloon Festival"; (2) the black and
17 white Cathedral City Bell Tower with the words "Cathedral City" written on it; (3)
18 the red-and-white vertically striped hot air balloon (though they have changed the
19 basket to red instead of tan); and (4) the green laurel wreath around a golden circle
20 encasing Plaintiff's trademark. True and correct copies of Defendants' infringing
21 use of Plaintiff's marks are attached as **Exhibit L**. Defendants' website includes
22 numerous official pictures of past Cathedral City Hot Air Balloon Festivals that
23 Defendants acquired as a direct result of their work for Plaintiff under the prior
24 agreements and contracts. The contact phone number on the website belongs to
25 Defendant S. Wilkinson. Defendants' website invites interested parties to "Follow
26 us on Facebook for updated information."

27 58. On or about April 25, 2025, Plaintiff's City Attorney sent a cease-and-
28 desist letter to Defendants demanding that they stop the unauthorized use and

1 dissemination of Plaintiff's international balloon festival logo and refrain from
 2 advertising Plaintiff's Festival. The letter demanded that Defendants confirm in
 3 writing their compliance with Plaintiff's demand no later than May 6, 2025.

4 59. In response, Defendants acknowledged that they received the cease-
 5 and-desist letter, but did not comply with Plaintiff's demand. Though having been
 6 provided notice they no longer have Plaintiff's license to continue using Plaintiff's
 7 Marks, or promoting and advertising Plaintiff's Festival as if it is their own,
 8 Defendants' continued using the Marks with only minor modification. The only
 9 noticeable changes were to Defendants' Facebook Page "Cathedral City Hot Air
 10 Balloon Festival," which the title itself infringes on Plaintiff's wordmarks.

11 60. On or about May 16, 2025, Defendants posted to their Facebook page a
 12 single composite graphic with photos Defendants secured as a result of their past
 13 contract work for Plaintiff and a revised graphic design of a blank-white hot air
 14 balloon with the words "11th Annual Hot Air Balloon Festival November 21-23,
 15 2025" written in a cartoonish font. Other than that one change, Defendants did
 16 nothing to distinguish their promotion of an "11th Annual Hot Air Balloon Festival"
 17 to be held on the same dates as Plaintiff's 2025 Festival. In every other photo on
 18 Defendants' Facebook page, they continue to use Plaintiff's Marks (*i.e.*, the black-
 19 and-white Cathedral City Bell Tower with the words "Cathedral City" written on it,
 20 the red-and-white striped balloon with the tan basket, and Plaintiff's wordmarks,
 21 *etc.*) True and correct copies of Defendants' postings on the Cathedral City Hot Air
 22 Balloon Festival Facebook page are attached as **Exhibit M**.

23 61. As recently as Friday, June 13, 2025, Defendants' posted on their
 24 @cathedral_city_balloonfest Instagram account and their Cathedral City Hot Air
 25 Balloon Festival Facebook account a picture of a hot air balloon displaying
 26 Plaintiff's 2023 Mark with the wordmark "Cathedral City International Hot Air
 27 Balloon Festival" and the red-and-white, vertically striped hot air balloon with the
 28 tan basket. In the post, Defendants advertisements state, "Follow the Cathedral City

1 International Hot Air Balloon Festivals [sic] name sake [sic] Hot Air Balloon and
 2 World-renowned Pilot Steve Wilkinson on their summer tour!” The advertisements
 3 then state that the Defendants intend to display Plaintiff’s “name sake balloon” (*i.e.*,
 4 distinctive trademark) at the following, upcoming public events: June 20-22, 2025 –
 5 Temecula Balloon and Wine Festival; July 18-20, 2025 – Sonoma County Hot Air
 6 Balloon Classic; July 25-27, 2025 – Balloons Over Bend, Oregon; September 5-7,
 7 2025 – Great Reno Balloon Race; October 4-12, 2025 – Albuquerque International
 8 Balloon Fiesta; and November 21-23, 2025 – “Back home at the 11th Annual
 9 Cathedral City International Balloon Festival.” A true and correct copy of
 10 Defendants’ June 13, 2025, Instagram posting is attached as **Exhibit N**.

11 62. Since selecting SoundSkilz as its Festival producer going forward,
 12 Plaintiff has developed the first version of its wordmark and design mark for the
 13 2025 Festival. Like the design marks before it, it includes: (1) the common graphic
 14 elements of the black-and-white Cathedral City Bell Tower with the words
 15 “Cathedral City” on it; (2) the red-and-white, vertically striped hot air balloon with
 16 the tan basket; (3) a red banner across the front of the balloon; and (4) the black
 17 mountain scape behind the balloon. Plaintiff’s wordmark for this version of the
 18 Festival logo is “Cathedral City Hot Air Balloon Festival.” It also advertise the dates
 19 of the 2025 Festival as “November 21-23, 2025” and directs the recipient to “Save
 20 the Date” (2025 Mark”). A true and correct copy of the 2025 Mark is attached as
 21 **Exhibit O**.

22 63. As noted above, Defendants continue to promote the “11th Annual
 23 Cathedral City International Hot Air Balloon Festival” on their website and social
 24 media. They are using these platforms to solicit sponsors, vendors, pilots, and
 25 volunteers for the event without distinguishing themselves as lacking the authority
 26 to use Plaintiff’s Marks or to host a hot air balloon event on the dates of the 2025
 27 Festival, because Defendants have not secured any permits or approvals from
 28 Plaintiff to host the event as an independent, third-party vendor, thus placing the

1 public's health and safety at risk given the easily combustible balloon fuel.

2 64. Based on information and belief, Defendants' active solicitation of hot
3 air balloon pilots and event sponsors is making and will continue to make it difficult
4 for SoundSkilz, Plaintiff's newly approved event production company, to perform
5 its legal duties under its Festival contract with Plaintiff. Plaintiff is informed and
6 believes that Defendants have already received payments from balloon pilots to
7 participate in the 2025 Festival. Finally, based on information and belief,
8 Defendants' usurpation of Plaintiff's established rights to the Marks is currently
9 causing confusion in the marketplace, among the public, among the sponsors and
10 among the balloon pilot entrants as to the source of the 2025 Festival's goods and
11 services. Defendants' actions creating such confusion are and will continue to
12 damage Plaintiff's reputation for producing a high-quality event that is attended by
13 interested parties from around the world and Plaintiff's goodwill, which damage is
14 likely irreparable unless enjoined immediately.

15 **FIRST CAUSE OF ACTION**

16 **(Violation of Title 15 U.S.C. § 1125(a)(1), Lanham Act § 43(a) - Trademark)**

17 65. Plaintiff repeats and re-alleges each and every allegation set forth in
18 paragraphs 1-64 as though fully set forth herein.

19 66. Defendants are actually aware that Plaintiff is the holder of the
20 unregistered trademarks in the form of the wordmarks "Cathedral City Balloon
21 Festival," "Cathedral City Hot Air Balloon Festival," "Cathedral City Hot Air
22 Balloon Festival and Food Truck Fiesta," "Cathedral City International Hot Air
23 Balloon Festival," the "10th Annual Cathedral City International Hot Air Balloon
24 Festival" and all derivatives thereof, which are attached hereto as Exhibits A-K and
25 O (collectively, the "Marks").

26 67. Plaintiff's Marks are distinctive through their commercial use, or in the
27 alternative, have acquired secondary meaning associated with Plaintiff as the single
28 commercial sources in the minds of consumers. As a result of the substantial,

1 inherent and acquired distinctiveness in Plaintiff's Marks, extensive use worldwide,
 2 and the wide advertising and publicity of the Mark, Plaintiff's Marks have become
 3 strong and are widely identified and respected with Plaintiff as the single
 4 commercial source in the minds of consumers

5 68. Defendants failed to and did not obtain Plaintiff's consent or
 6 authorization as the owner of these Marks to use them to commercially advertise,
 7 solicit sales, or otherwise represent Defendants as the source of goods and services
 8 associated with the Marks in the stream of commerce.

9 69. Defendants intentionally and knowingly used in commerce the
 10 reproduction, counterfeit, copy, and/or colorable imitation of Plaintiff's Marks in
 11 connection with the sale, advertisement, solicitation, and offering for sale of
 12 Plaintiff's goods and services by offering, advertising, promoting, and selling
 13 Defendants' versions of the "Cathedral City 11th Annual International Hot Air
 14 Balloon Festival."

15 70. Defendants reproduced, counterfeited, copied, and colorably imitated
 16 Plaintiff's Marks and applied such reproduction, counterfeit, copy, or colorable
 17 imitation to advertisements, solicitations, applications and other electronic forms,
 18 Internet websites, and social media intended to be used in commerce upon or in
 19 connection with the sale, offering for sale, distribution, and/or advertising of goods
 20 and services. Defendants thereupon offered, advertised, promoted, solicited, sold,
 21 and distributed Plaintiff's upcoming 2025 Festival event through their website
 22 "hotairballoonfest.com" and their social media sites, including but not limited to
 23 their Facebook page "Cathedral City Hot Air Balloon Festival," and their Instagram
 24 account "@cathedral_city_balloonfest."

25 71. Defendants' egregious and intentional use and sale of fake and
 26 counterfeit goods and services bearing Plaintiff's Marks constitutes a false
 27 designation of the origin of the goods and services and is likely to cause confusion,
 28 or to cause mistake, or to deceive, mislead, betray, and defraud the consumer who

1 believes that the goods and services are officially authorized, authentic and offered
2 by Plaintiff.

3 72. Defendants' continued and knowing use of Plaintiff's Marks including
4 Plaintiff's corporate name "Cathedral City," in conjunction with a hot air balloon
5 festival without Plaintiff's consent or authorization constitutes intentional
6 infringement of Plaintiff's unregistered, common law Marks in violation of 15
7 U.S.C. Section 1125(a)(1) (Section 43(a) of the Lanham Act).

8 **SECOND CAUSE OF ACTION**

9 **(Violation of Title 15 U.S.C. § 1125(c) – Trademark Dilution)**

10 73. Plaintiff repeats and re-alleges each and every allegation set forth in
11 paragraphs 1-72 as though fully set forth herein.

12 74. Plaintiff's Marks are distinctive through their commercial use, or in the
13 alternative, have acquired secondary meaning associated with Plaintiff as the single
14 commercial sources in the minds of consumers. As a result of the substantial,
15 inherent and acquired distinctiveness in Plaintiff's Marks, extensive use worldwide,
16 and the wide advertising and publicity of the Mark, Plaintiff's Marks have become
17 strong and are widely identified and respected with Plaintiff as the single
18 commercial source in the minds of consumers.

19 75. Upon information and belief, Defendants' unlawful actions began long
20 after Plaintiff's Mark became famous, and Defendants acted knowingly, deliberately
21 and willfully with the intent to trade on Plaintiff's reputation and to dilute Plaintiff's
22 Marks. Defendants submitted a competitive proposal as part of Plaintiff's RFP
23 process to secure the rights to produce, manage and operate Plaintiff's upcoming
24 2025 Festival and to be granted licensing rights to the Marks for that purpose.
25 Despite having lost in the RFP process, Defendants continued to usurp, use,
26 counterfeit and create colorably similar marks with respect to Plaintiff's upcoming
27 2025 Festival, proving Defendants' conduct is willful, wanton and egregious.

28 76. In addition, Defendants' slight revision and modification of Plaintiff's

1 Marks following the issuance of Plaintiff's April 25, 2025 cease-and-desist letter
 2 and then continued, knowing, deliberate and willful use of Plaintiff's Marks with the
 3 intent to trade on Plaintiff's reputation and to dilute Plaintiff's Marks is further
 4 evidence that Defendants' conduct is willful, wanton and egregious.

5 77. The actions of Defendants complained of herein are likely to injure the
 6 business reputation of Plaintiff and its Marks.

7 78. Defendants' intentional sale, solicitation, advertising and securing
 8 applications from balloon pilot entrants and financial contributions and
 9 commitments from event sponsors based on Defendants' creation and use of fake,
 10 copied, manipulated and counterfeit Marks bearing Plaintiff's Marks unfairly
 11 competes with Plaintiff and is likely to cause confusion and mistake or to deceive,
 12 mislead, betray, and defraud consumers into believing that Defendants' substandard
 13 goods and services – as evidenced in part by Defendants' substandard performance
 14 under the 2022 Contract in managing, operating and promoting the 2024 Festival,
 15 refusing to correct those substandard performance problems, thus compelling
 16 Plaintiff to initiate and execute a competitive bidding process in lieu of hiring
 17 Defendants to produce, manage and operate the 2025 Festival instead – are
 18 Plaintiff's genuine and authorized goods and services.

19 79. Defendants' unauthorized and counterfeit use of Plaintiff's famous
 20 Marks has diluted and will continue to dilute and tarnish Plaintiff's name and
 21 Marks, and is likely to detract from the distinctiveness of Plaintiff's Marks.

22 80. Defendants' conduct is intended to trade on Plaintiff's reputation and
 23 goodwill and the quality and high standards of Plaintiff's goods and services.
 24 Defendants' failure to meet Plaintiff's strict regulations and expectations of quality,
 25 responsive and timely performance of the services and production of the related
 26 Festival goods and events will mar the perception among consumers regarding
 27 Plaintiff's products and events, will tarnish and dilute the strength and value of
 28 Plaintiff's Marks, and will saturate the hot air balloon event marketplace with

1 substandard goods and services.

2 81. Defendants' egregious and intentional use, advertising and promotion
3 of a fake, unpermitted hot air balloon festival bearing colorably similar marketing
4 designations to Plaintiff's Marks is likely to cause confusion, or to cause mistake, or
5 to deceive, mislead, betray, and defraud the consumer who will believe that the
6 Festival goods and services are authentic and manufactured by Plaintiff.

7 82. Defendants' continuing and knowing use of "11th Annual Cathedral
8 City International Hot Air Balloon Festival" or variations thereon, along with many
9 of the same graphic elements consistently used in Plaintiff's Marks, constitutes
10 intentional infringement of Plaintiff's common law Marks in violation of 15 U.S.C.
11 § 1125(c) and California common law, as well as dilution and injury to business
12 reputation in violation of Cal. Bus. & Prof Code §14200, *et seq.*

13 83. Plaintiff has no adequate remedy at law to compensate it fully for the
14 damages that have been caused, which will continue to be caused by Defendants
15 unlawful acts, unless they are enjoined by this Court.

16 **THIRD CAUSE OF ACTION**

17 **(Unfair Competition – Cal. Bus. & Prof. Code § 17200)**

18 84. Plaintiff repeats and re-alleges each and every allegation set forth in
19 paragraphs 1-83 as though fully set forth herein.

20 85. Defendants have committed all of the aforesaid acts of infringement
21 deliberately, willfully, maliciously and oppressively, without regard to Plaintiff's
22 legal, contractual, and exclusive proprietary rights.

23 86. Defendants' acts and practices as detailed above constitute acts of
24 unlawful, unfair or fraudulent business acts and practices within the meaning of
25 California Business & Professions Code §17200.

26 87. Defendants have engaged in transactions that are in violation of
27 numerous provisions of California law. Strict liability may be applied even if
28 Defendants' acts have violated only one of the provisions set forth herein.

1 work with Defendants to correct Defendants' multiple performance issues related to
2 the 2024 Festival, (2) the issuance of a competitive bidding RFP for Festival event
3 production, marketing and operational services for the upcoming 2025 Festival,
4 which process defendants lost, and (3) Plaintiff's issuance of a cease-and-desist
5 letter notifying Defendants of Plaintiff's superior legal rights to use the Marks and
6 demanding that Defendants stop all use of Plaintiff's Marks, Defendants did
7 knowingly and intentionally proceed to substantially interfere with Plaintiff's rights
8 to own, possess, control, and use its Marks to promote, advertise and solicit vendors,
9 sponsors, hot air balloon pilot entrants and volunteers the upcoming 2025 Festival.

10 95. Further, following the events described above, Defendants did
11 knowingly and intentionally take possession of Plaintiff's Marks for the purpose of
12 depriving Plaintiff of the value of its property and preventing Plaintiff from using
13 the Marks productively to promote, advertise, solicit and sell goods and services
14 associated with Plaintiff's upcoming 2025 Festival.

15 96. Defendants, by using Plaintiff's Marks and associating them with
16 defective and/or substandard quality of goods and services, have destroyed the value
17 of the Marks.

18 97. Despite Plaintiff's demand that Defendants cease and desist from using
19 Plaintiff's Marks to promote, advertise, sell and solicit patronage associated with the
20 2025 Festival, Defendants refused to stop doing so and continue now to control and
21 use similar graphic designs, logos and wordmarks to Plaintiff's Marks in an effort to
22 deceive the public and the hot air balloon festival marketplace into believing
23 Defendants' advertised event is in fact Plaintiff's 2025 Festival.

24 98. As described herein, Plaintiff did not consent to Defendants' use of
25 Plaintiff's Marks and did in fact award the license to use Plaintiff's Marks to another
26 production company (SoundSkilz, Inc.) through a competitive RFP process that
27 Defendants lost to promote, sell, solicit, produce and operate Plaintiff's 2025
28 Festival.

1 relationship between Plaintiff and SoundSkilz as, based on information and belief,
 2 Defendants have solicited and received sponsorship commitments and balloon pilot
 3 applications and entry fees for the upcoming 2025 Festival, for which SoundSkilz is
 4 contractually responsible under its contract with Plaintiff. Further, based on
 5 Defendants' direct promotion and solicitation to sponsors and balloon pilot entrants,
 6 there is confusion in the marketplace as to whether SoundSkilz is the authentic,
 7 authorized producer and manager of Plaintiff's 2025 Festival or whether Defendants
 8 are, which confusion is interfering in SoundSkilz's ability to perform its contractual
 9 duties to Plaintiff.

10 104. As a direct result of Defendants' actions, Plaintiff and indirectly the
 11 Cathedral City taxpayers and community have been harmed by Defendants
 12 impeding and disrupting SoundSkilz's ability to maximize the economic benefits
 13 resulting from its performance under its contract with Plaintiff. Given Defendants'
 14 dilution and injury to Plaintiff's Marks, that interference and harm to Plaintiff's
 15 economic relationship with SoundSkilz may extend to the 2026 and 2027 Festival
 16 events as well.

17 **SIXTH CAUSE OF ACTION**

18 **(Negligent Interference with Economic Advantage)**

19 105. Plaintiff repeats and re-alleges each and every allegation set forth in
 20 paragraphs 1-104 as though fully set forth herein.

21 106. Plaintiff implemented a competitive bidding process to award a
 22 production services contract for the promotion, management and operation of its
 23 2025, 2026 and 2027 Festivals. Defendants participated in that process by
 24 submitting a bid proposal in an effort to contract with Plaintiff for the services.
 25 Following completion of the competitive process whereby a different vendor –
 26 SoundSkilz, Inc. – was selected and awarded the production services contract,
 27 Defendants knew that they were not selected to serve as Plaintiff's vendor and that
 28 Plaintiff had entered into an economic relationship with SoundSkilz that would

1 probably have resulted in an economic benefit to Plaintiff and, indirectly to the
2 Cathedral City taxpayers and community.

3 107. By proceeding to usurp, use, destroy, dilute and mislead through the
4 use of Plaintiff's Marks and other actions of Defendants for the advertisement, sale,
5 solicitation and promotion of the 2025 Festival, functions for which SoundSkilz was
6 contracted to perform, Defendants knew or should have known that their actions
7 would disrupt the economic relationship between Plaintiff and SoundSkilz.

8 108. Moreover, Defendants' negligent actions have in fact disrupted the
9 economic relationship between Plaintiff and SoundSkilz as, based on information
10 and belief, Defendants have solicited and received sponsorship commitments and
11 balloon pilot applications and entry fees for the upcoming 2025 Festival, for which
12 SoundSkilz is contractually responsible under its contract with Plaintiff. Further,
13 based on Defendants' direct promotion and solicitation to sponsors and balloon pilot
14 entrants, there is confusion in the marketplace as to whether SoundSkilz is the
15 authentic, authorized producer and manager of Plaintiff's 2025 Festival or whether
16 Defendants are, which confusion is interfering in SoundSkilz's ability to perform its
17 contractual duties to Plaintiff.

18 109. As a direct result of Defendants' negligent actions, Plaintiff and
19 indirectly the Cathedral City taxpayers and community have been harmed by
20 Defendants impeding and disrupting SoundSkilz's ability to maximize the economic
21 benefits resulting from its performance under its contract with Plaintiff. Given
22 Defendants' dilution and injury to Plaintiff's Marks, that interference and harm to
23 Plaintiff's economic relationship with SoundSkilz may extend to the 2026 and 2027
24 Festival events as well.

25 **SEVENTH CAUSE OF ACTION**

26 **(Intentional Interference with Prospective Economic Advantage – Sponsors)**

27 110. Plaintiff repeats and re-alleges each and every allegation set forth in
28 paragraphs 1-109 as though fully set forth herein.

1 111. As part of each and every Festival, Plaintiff – either directly or
2 indirectly through its hired management and production company – promotes its
3 Festivals to potential sponsors to secure their financial support for the event through
4 monetary and in-kind contributions (*e.g.*, offering up their venues on which to host
5 some Festival events, etc.). Following its competitive bidding process and before
6 Plaintiff and its selected vendor – SoundSkilz, Inc. – could begin promoting
7 Plaintiff’s upcoming 2025 Festival to potential sponsors, Defendants were already
8 soliciting sponsors for financial and in-kind commitments for the 2025 Festival
9 without disclosing that Defendants were not in fact the owners or Plaintiff’s
10 authorized agents for purposes of promoting the Festival and soliciting the financial
11 commitments.

12 112. By Defendants knowingly and intentionally proceeding to usurp, use,
13 destroy, dilute and mislead through the use of Plaintiff’s Marks and other actions of
14 Defendants for the advertisement, sale, solicitation and promotion of the 2025
15 Festival to potential sponsors, functions for which SoundSkilz was contracted to
16 perform, Defendants knowingly and intentionally disrupted the prospective
17 economic relationship between Plaintiff and those potential sponsors, some of which
18 had financially supported the Festivals in the past and represented a strong,
19 prospective likelihood of entering into an economic relationship with Plaintiff in the
20 future.

21 113. Moreover, Defendants’ knowing and intentional actions have disrupted
22 the prospective economic relationships between Plaintiff and potential sponsors as,
23 based on information and belief, Defendants have solicited sponsorship
24 commitments for the upcoming 2025 Festival without disclosing that Defendants are
25 not the owners or Plaintiff’s authorized agents for purposes of soliciting those
26 sponsorship commitments. As such, Plaintiff is informed and believes that potential
27 sponsors are hesitating and reconsidering whether to sponsor the 2025 Festival
28 given their confusion about with whom they are expected to contract for the

1 financial commitment.

2 114. As a direct result of Defendants' knowing and intentional actions,
 3 Plaintiff, the Cathedral City taxpayers and the community have been harmed by
 4 Defendants promoting and soliciting sponsorship commitments without disclosing
 5 that Defendants are not the Festival owners or Plaintiff's authorized agents for the
 6 purpose of securing those sponsorship commitments. Given Defendants' actions,
 7 past and prospective sponsors will be reticent, and may in fact decline, to enter into
 8 an economic relationship with Plaintiff related to the 2025 Festival and may choose
 9 not to consider sponsoring future Festival events as well.

10 **EIGHTH CAUSE OF ACTION**

11 **(Negligent Interference with Prospective Economic Advantage –** 12 **Sponsors)**

13 115. Plaintiff repeats and re-alleges each and every allegation set forth in
 14 paragraphs 1-114 as though fully set forth herein.

15 116. As part of each and every Festival, Plaintiff either directly or indirectly
 16 through its hired management and production company promotes its Festivals to
 17 potential sponsors to secure their financial support for the event through monetary
 18 and in-kind contributions (*e.g.*, offering up their venues on which to host some
 19 Festival events, etc.). Following its competitive bidding process and before Plaintiff
 20 and its selected vendor – SoundSkilz, Inc. – could begin promoting Plaintiff's
 21 upcoming 2025 Festival to potential sponsors, Defendants were already soliciting
 22 sponsors for financial and in-kind commitments for the 2025 Festival without
 23 disclosing that Defendants were not in fact the owners or Plaintiff's authorized
 24 agents for purposes of promoting the Festival and soliciting the financial
 25 commitments.

26 117. By Defendants proceeding to usurp, use, destroy, dilute and mislead
 27 through the use of Plaintiff's Marks and other actions of Defendants for the
 28 advertisement, sale, solicitation and promotion of the 2025 Festival to potential

1 sponsors, functions for which SoundSkilz was contracted to perform, Defendants
 2 knew or should have known their actions would disrupt the prospective economic
 3 relationship between Plaintiff and those potential sponsors, some of which had
 4 financially supported the Festivals in the past and which represent a strong,
 5 prospective likelihood of entering into an economic relationship with Plaintiff in the
 6 future.

7 118. Moreover, Defendants' negligent actions have disrupted the
 8 prospective economic relationships between Plaintiff and potential sponsors as,
 9 based on information and belief, Defendants have solicited sponsorship
 10 commitments for the upcoming 2025 Festival without disclosing that Defendants are
 11 not the owners or Plaintiff's authorized agents for purposes of soliciting those
 12 sponsorship commitments. As such, Plaintiff is informed and believes that potential
 13 sponsors are hesitating and reconsidering whether to sponsor the 2025 Festival at all
 14 given their confusion as to with whom they are expected to contract for the financial
 15 commitment.

16 119. As a direct result of Defendants' negligent actions, Plaintiff and
 17 indirectly the Cathedral City taxpayers and community have been harmed by
 18 Defendants promoting and soliciting sponsorship commitments without disclosing
 19 that Defendants are not the Festival owners or Plaintiff's authorized agents for the
 20 purpose of securing those sponsorship commitments. Given Defendants' actions,
 21 past and prospective sponsors will be reticent, and may in fact decline, to enter into
 22 an economic relationship with Plaintiff related to the 2025 Festival and may choose
 23 not to consider sponsoring future Festival events as well.

24 **NINTH CAUSE OF ACTION**

25 **(Intentional Interference with Prospective Economic Advantage** 26 **– Balloon Operators)**

27 120. Plaintiff repeats and re-alleges each and every allegation set forth in
 28 paragraphs 1-119 as though fully set forth herein.

1 121. The most essential element for the success of any hot air balloon
2 festival is the participation of hot air balloon owners, operators and pilots (“Balloon
3 Operators”). As part of each and every Festival, Plaintiff indirectly through its hired
4 management and production company promotes its Festivals to potential Balloon
5 Operators to secure their participation in the event. The upcoming 2025 Festival is
6 expected to be the largest, most well attended Festival yet, with more Balloon
7 Operators committing to attend than at any prior Festival. To participate, Balloon
8 Operators must submit an application, disclose important information about their
9 company and its operations, especially related to past operations and the public
10 safety, and pay an entry fee.

11 122. Following its competitive bidding process and before Plaintiff and its
12 selected vendor – SoundSkilz, Inc. – could begin promoting Plaintiff’s upcoming
13 2025 Festival to potential Balloon Operators, Defendants were already soliciting
14 Balloon Operators’ participation in the 2025 Festival without disclosing that
15 Defendants were not in fact the owners or Plaintiff’s authorized agents for purposes
16 of promoting the Festival and soliciting their participation.

17 123. By Defendants knowingly and intentionally proceeding to usurp, use,
18 destroy, dilute and mislead through the use of Plaintiff’s Marks and other actions of
19 Defendants for the advertisement, sale, solicitation and promotion of the 2025
20 Festival to potential Balloon Operators, functions for which SoundSkilz was
21 contracted to perform, Defendants knowingly and intentionally disrupted the
22 prospective economic relationship between Plaintiff and those potential Balloon
23 Operators, some of which had financially committed to and participated in past
24 Festivals and who represented a strong, prospective likelihood of entering into an
25 economic relationship with Plaintiff in the future.

26 124. Moreover, Defendants’ knowing and intentional actions have disrupted
27 the prospective economic relationships between Plaintiff and potential Balloon
28 Operators as, based on information and belief, Defendants have solicited and have

1 received entry fees from Balloon Operators for the upcoming 2025 Festival without
 2 disclosing that Defendants are not the owners or Plaintiff's authorized agents for
 3 purposes of soliciting those entry commitments. As such, Plaintiff is informed and
 4 believes that potential Balloon Operators are – or will be soon – hesitating and
 5 reconsidering whether to enter the 2025 Festival at all given their confusion as to
 6 with whom they are expected to contract for the participation and whether the entry
 7 fees some of them have already paid will be honored to secure their participation in
 8 the event.

9 125. As a direct result of Defendants' knowing and intentional actions,
 10 Plaintiff and indirectly the Cathedral City taxpayers and community have been
 11 harmed by Defendants promoting and soliciting Balloon Operator commitments
 12 without disclosing that Defendants are not the Festival owners or Plaintiff's
 13 authorized agents for the purpose of securing their participation. Given Defendants'
 14 actions, past and prospective sponsors will be reticent, and may in fact decline, to
 15 enter into an economic relationship with Plaintiff related to participation in the 2025
 16 Festival and potential future Festival events as well. Defendants' actions with
 17 respect to soliciting and accepting payment of the entry fees from Balloon Operators
 18 may have the greatest and most long-lasting harm to Plaintiff given the essential
 19 participation of Balloon Operators to the success of any hot air balloon festival.

20 **ELEVENTH CAUSE OF ACTION**

21 **(Negligent Interference with Prospective Economic Advantage** 22 **– Balloon Operators)**

23 126. Plaintiff repeats and re-alleges each and every allegation set forth in
 24 paragraphs 1-125 as though fully set forth herein.

25 127. The most essential element for the success of any hot air balloon
 26 festival is the participation of hot air balloon owners, operators and pilots ("Balloon
 27 Operators"). As part of each and every Festival, Plaintiff indirectly through its hired
 28 management and production company promotes its Festivals to potential Balloon

1 Operators to secure their participation in the event. The upcoming 2025 Festival is
2 expected to be the largest, most well attended Festival yet, with more Balloon
3 Operators committing to attend than at any prior Festival. To participate, Balloon
4 Operators must submit an application, disclose important information about their
5 company and its operations, especially related to past operations and the public
6 safety, and pay an entry fee.

7 128. Following its competitive bidding process and before Plaintiff and its
8 selected vendor – SoundSkilz, Inc. – could begin promoting Plaintiff’s upcoming
9 2025 Festival to potential Balloon Operators, Defendants were already soliciting
10 Balloon Operators’ participation in the 2025 Festival without disclosing that
11 Defendants were not in fact the owners or Plaintiff’s authorized agents for purposes
12 of promoting the Festival and soliciting their participation.

13 129. By Defendants negligent actions advertising, selling, soliciting and
14 promoting the 2025 Festival to potential Balloon Operators, functions for which
15 SoundSkilz was contracted to perform, Defendants knew or should have known they
16 would disrupt the prospective economic relationship between Plaintiff and those
17 potential Balloon Operators, some of which had financially committed to and
18 participated in past Festivals and who represented a strong, prospective likelihood of
19 entering into an economic relationship with Plaintiff in the future.

20 130. Moreover, Defendants’ negligent actions have disrupted the
21 prospective economic relationships between Plaintiff and potential Balloon
22 Operators as, based on information and belief, Defendants have solicited and have
23 received entry fees from Balloon Operators for the upcoming 2025 Festival without
24 disclosing that Defendants are not the owners or Plaintiff’s authorized agents for
25 purposes of soliciting those entry commitments. As such, Plaintiff is informed and
26 believes that potential Balloon Operators are – or will be soon – hesitating and
27 reconsidering whether to enter the 2025 Festival at all given their confusion as to
28 with whom they are expected to contract for the participation and whether the entry

1 fees some of them have already paid will be honored to secure their participation in
2 the event.

3 131. As a direct result of Defendants' negligent actions, Plaintiff and
4 indirectly the Cathedral City taxpayers and community have been harmed by
5 Defendants promoting and soliciting Balloon Operator commitments without
6 disclosing that Defendants are not the Festival owners or Plaintiff's authorized
7 agents for the purpose of securing their participation. Given Defendants' actions,
8 past, current and prospective Balloon Operators will be reticent, and may in fact
9 decline, to enter into an economic relationship with Plaintiff related to participation
10 in the 2025 Festival and potential future Festival events as well. Defendants'
11 negligent actions with respect to soliciting and accepting payment of the entry fees
12 from Balloon Operators may have the greatest and most long-lasting harm to
13 Plaintiff given the essential participation of Balloon Operators to the success of any
14 hot air balloon festival.

15 **PRAYER FOR RELIEF**

16 WHEREFORE, Plaintiff prays for relief against Defendants as follows:

- 17 1. For damages in an amount to be proven at trial for trademark
18 infringement 15 U.S.C. § 1125(a) (Lanham Act §43(a));
- 19 2. For damages in an amount to be proven at trial for false designation of
20 origin under 15 U.S.C. §1125(a);
- 21 3. For damages in an amount to be proven at trial for trademark dilution
22 under 15 U.S.C. §1125(c);
- 23 4. For damages to be proven at trial for common law unfair competition;
- 24 5. For damages in an amount to be proven at trial for unfair, fraudulent
25 and illegal business practices under Business and Professions Code §17200;
- 26 6. For damages in an amount to be proven at trial for intentional and
27 negligent interference with economic advantage and prospective economic
28 advantage;

1 7. For disgorgement of Defendants' profits and all payments received
2 under 15 U.S.C. § 1117(a);

3 8. For an injunction by this Court prohibiting Defendants from engaging
4 or continuing to engage in the unlawful, unfair, or fraudulent business acts or
5 practices described herein;

6 9. For an order from the Court requiring that Defendants provide
7 complete accountings and for equitable relief, including that Defendants disgorge
8 and return or pay their ill-gotten gains obtained from the illegal transactions entered
9 into and or pay restitution, including the amount of monies that should have been
10 paid if Defendants' complied with their legal obligations, or as equity requires;

11 10. For an order from the Court that an asset freeze or constructive trust be
12 imposed over all monies and profits in Defendants' possession which rightfully
13 belong to Plaintiff;

14 11. For treble damages suffered by Plaintiff as a result of Defendants'
15 willful and intentional infringements and acts of misappropriation and use of
16 counterfeit marks under 15 U.S.C. §1117(b);

17 12. For damages in an amount to be proven at trial for unjust enrichment;

18 13. For Plaintiff's reasonable attorney's fees;

19 14. For all costs of suit; and

20 15. For such other and further relief as the Court may deem just and
21 equitable.

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1 Dated: June 16, 2025

BURKE, WILLIAMS & SORESENSEN, LLP

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By: /s/ Lee Burdick

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Eric S. Vail

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Lee Burdick

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Stephen A. McEwen

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Karin A. Schambeck

9

Attorneys for Plaintiff,

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CITY OF CATHEDRAL CITY

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DEMAND FOR JURY TRIAL

City demands a trial by jury on all issues triable by a jury.

Dated: June 16, 2025

BURKE, WILLIAMS & SORESENSEN, LLP

By: /s/ Lee Burdick

Eric S. Vail

Lee Burdick

Stephen A. McEwen

Karin A. Schambeck

Attorneys for Plaintiff,

CITY OF CATHEDRAL CITY

EXHIBIT A



EXHIBIT B



EXHIBIT C







EXHIBIT D



EXHIBIT E



EXHIBIT F



FEATURING



EXHIBIT G



EXHIBIT H



EXHIBIT I



EXHIBIT J



EXHIBIT K

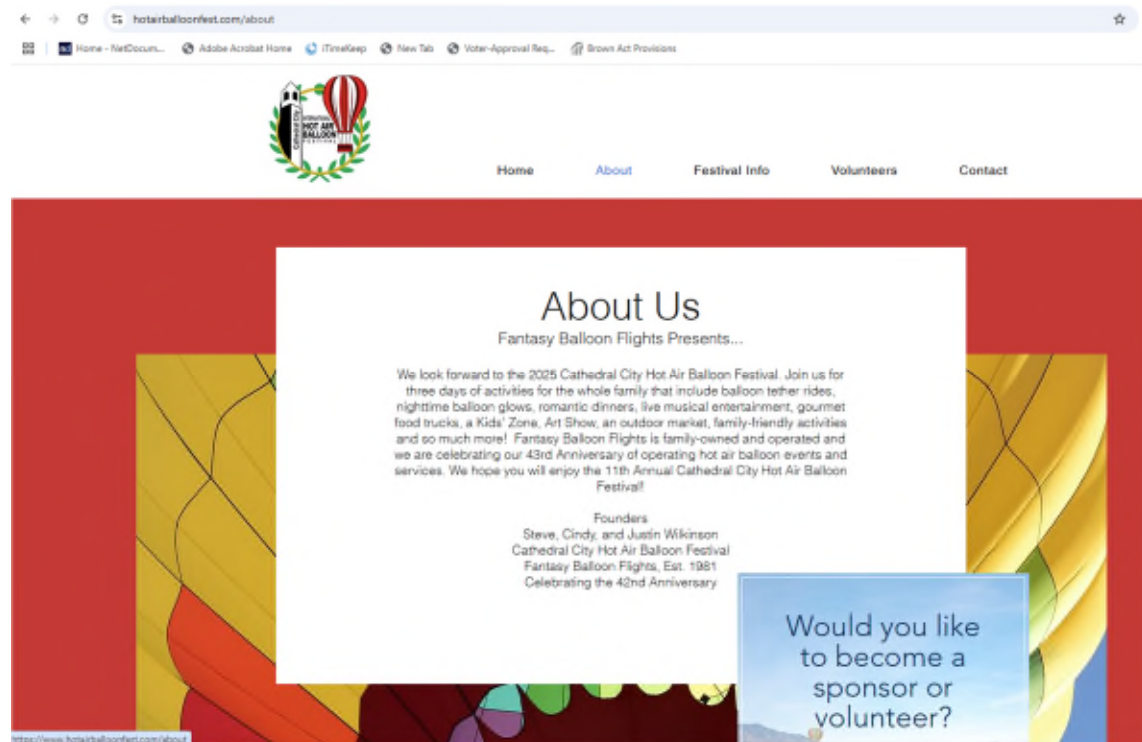


EXHIBIT L

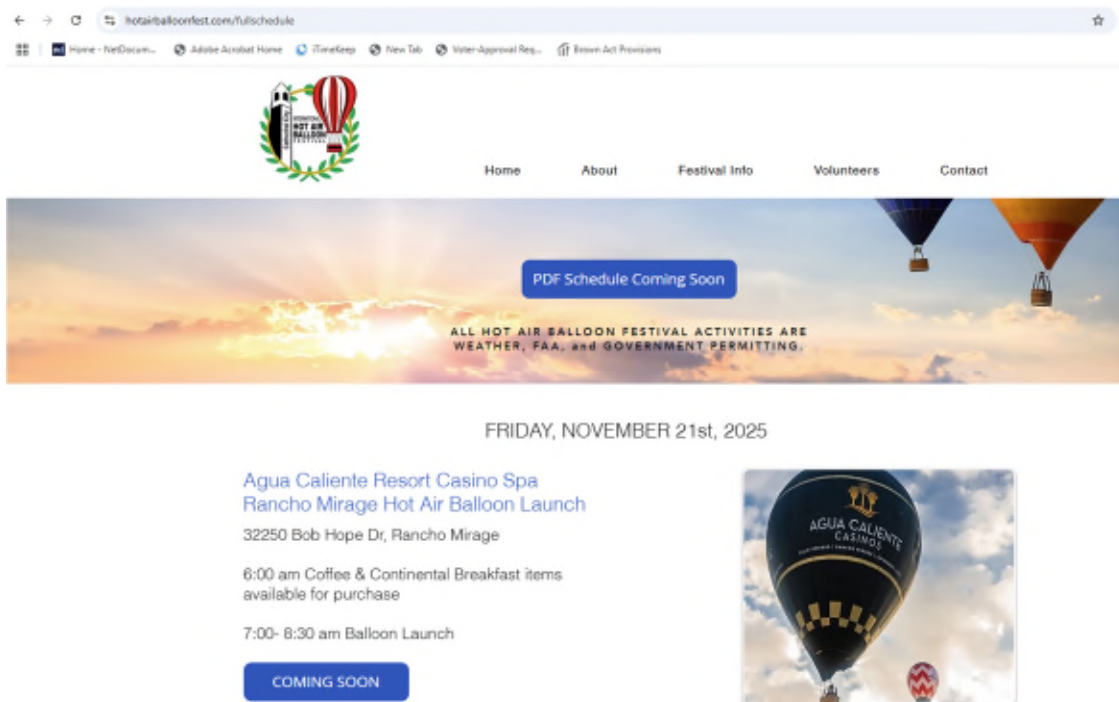
Home Page – www.hotairballoonfest.com



About Page:



Festival Info Page:



The screenshot shows the 'Festival Info' page of the Hot Air Balloon Festival website. The browser address bar displays 'hotairballoonfest.com/fullschedule'. The navigation menu includes 'Home', 'About', 'Festival Info', 'Volunteers', and 'Contact'. The main banner features a sunset background with hot air balloons and a blue button that reads 'PDF Schedule Coming Soon'. Below the banner, the date 'FRIDAY, NOVEMBER 21st, 2025' is displayed. The event details for the 'Rancho Mirage Hot Air Balloon Launch' are listed: '32250 Bob Hope Dr, Rancho Mirage', '6:00 am Coffee & Continental Breakfast items available for purchase', and '7:00- 8:30 am Balloon Launch'. A blue button labeled 'COMING SOON' is positioned below the text. To the right, there is an image of a hot air balloon with 'AGUA CALIENTE CASINO' written on it.

hotairballoonfest.com/fullschedule

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Home About Festival Info Volunteers Contact

PDF Schedule Coming Soon

ALL HOT AIR BALLOON FESTIVAL ACTIVITIES ARE WEATHER, FAA, and GOVERNMENT PERMITTING.

FRIDAY, NOVEMBER 21st, 2025

Agua Caliente Resort Casino Spa
Rancho Mirage Hot Air Balloon Launch
32250 Bob Hope Dr, Rancho Mirage

6:00 am Coffee & Continental Breakfast items available for purchase

7:00- 8:30 am Balloon Launch

COMING SOON

AGUA CALIENTE CASINO

Volunteers Page:



The screenshot shows the 'Volunteers' page of the Hot Air Balloon Festival website. The browser address bar displays 'hotairballoonfest.com/volunteers-needed'. The navigation menu includes 'Home', 'About', 'Festival Info', 'Volunteers', and 'Contact'. The main content area features a large photograph of a hot air balloon basket on the ground with several people inside and around it. Below the photograph, the text 'Volunteer to be on a Balloon Crew' is displayed in white on a red background.

hotairballoonfest.com/volunteers-needed

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Home About Festival Info Volunteers Contact

Volunteer to be on a Balloon Crew

Contact Page:


← → ↻ 📄 hotairballoonfest.com/contact ☆

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Contact Us

Phone: 760-321-5154
Web Site: www.HotAirBalloonFest.com
E-mail: HotAirBalloonFest@gmail.com






EXHIBIT M

Facebook “Cathedral City Hot Air Balloon Festival” Page:

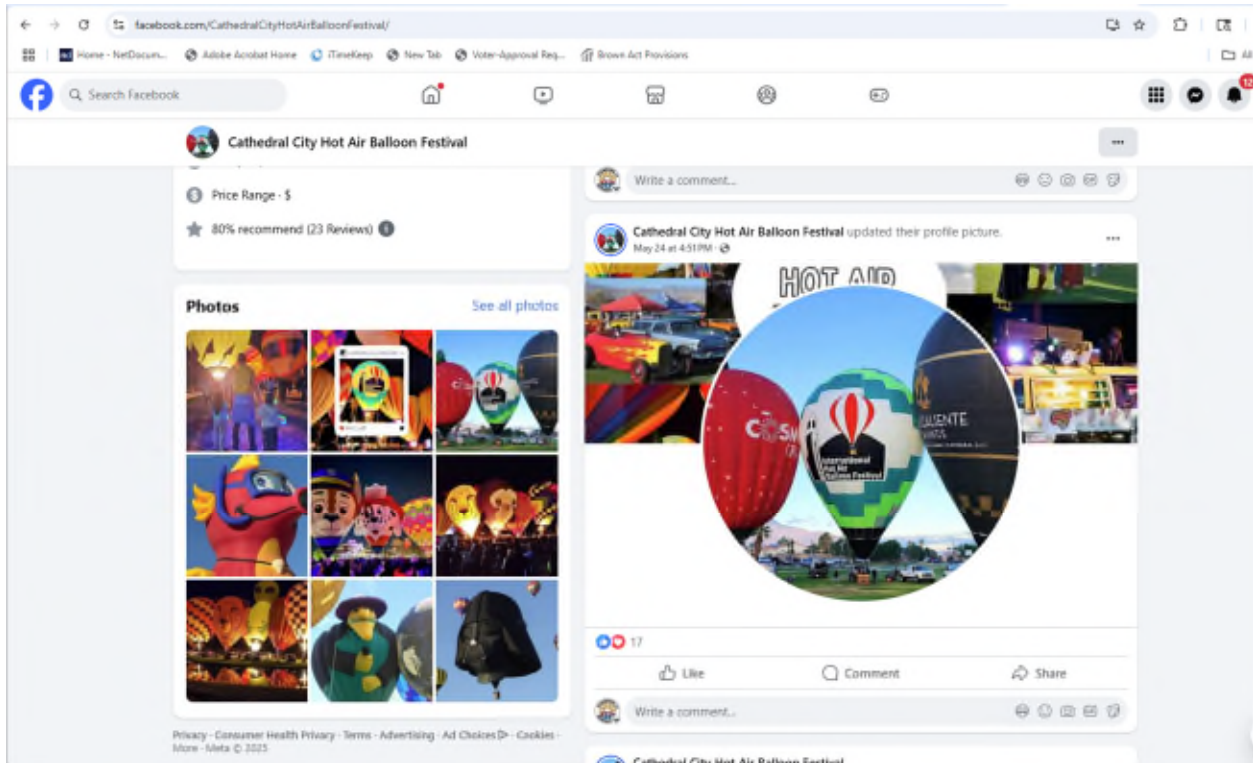
May 16, 2025 Post:



Defendants' Facebook Banner:



Posts Using Plaintiff's Trademarks:



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Search Facebook

Cathedral City Hot Air Balloon Festival

Price Range - \$

80% recommend (23 Reviews)

Photos See all photos



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Cathedral City Hot Air Balloon Festival is at Cathedral City Hot Air Balloon Festival. 2 days ago · Palm Springs, CA ·

Follow the Cathedral City International Hot Air Balloon Festivals name sake Hot Air Balloon and World-renowned Pilot Steve Wilkinson on their summer tour!

6/20 - 6/22 Temecula Balloon & Wine Festival @tblwf
 7/18 - 7/20 Sonoma County Hot Air Balloon Classic @schabc
 7/25 - 7/27 Balloons Over Bend Oregon
 9/5 - 9/7 Great River Balloon Race @greatriverballoon
 10/4 - 10/12 Albuquerque International Balloon Fiesta @balloonfiesta
 11/21 - 11/23 Back home at the 11th Annual Cathedral City International Hot Air Balloon Festival @cathedral_city_balloonfest

Comment what festival you will be attending and tag us in your Pictures of this beautiful balloon for a chance to win a balloon ride!

#cathedralcityhotairballoonfestival #hotairballoons #temeculaballoonandwinefestival #sonomaballoonfestival #balloonsoverbend #greatriverballoonrace #balloonfiesta #summer #our #hotairballoonfestival



facebook.com/CathedralCityHotAirBalloonFestival/

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Cathedral City Hot Air Balloon Festival

Save the date for the 11th Annual Hot Air Balloon Festival November 21st - 23rd

Page · Performance & Event Venue

Palm Springs, CA, United States, California

(760) 321-5154

coachella_valley_balloonfest


hotairballoonfest.com

Always open

Price Range - \$


80% recommend (23 Reviews)

Photos See all photos



Cathedral City Hot Air Balloon Festival is at Cathedral City Hot Air Balloon Festival. 5h · Palm Springs, CA ·

Wishing all the dads a Happy Father's Day! May your day be as colorful and uplifting as a hot air balloon. ... See more



4

Like Comment Share

EXHIBIT N

cathedral_city_balloonfest June 13, 2025 Instagram Post:



EXHIBIT O

